ance of the condition. *Liverpool, etc. Ins. Co.* v. *Kearney*, 180 U. S. 132; *Batterbury* v. *Vyse*, 2 H. & C. 42. To allow the excuse is the more justifiable when it is considered that the condition was to be performed after the loss insured against had occurred. *Woodmen's Accident Ass'n* v. *Byers*, 62 Neb. 673; *Peale* v. *Provident Fund Society*, 147 Ind. 543.

INSURANCE — DEFENSES OF INSURER — PROPERTY USED IN ILLEGAL BUSINESS. — The defendant insured against fire a house on which the plaintiff held a lien, the policy containing the clause "while occupied as a sporting house." The premium paid was higher than that on a respectable dwelling. The immoral use continued up to the time of the fire. *Held*, that the insured can recover. *Trites Wood Co.* v. *Western Assurance Co.*, 15 West. L. Rep. 475 (Brit. Columbia, Ct. App., Nov. 1, 1910).

The principal difference between this case and the one discussed in 23 HARV. L. REV. 635, is that here "while" is inserted before the words "occupied as a sporting house." This difference makes a construction of the words as a permission instead of a warranty somewhat more strained. For this reason, the present case is even more objectionable than the other.

INTERNATIONAL LAW — NATURE AND EXTENT OF SOVEREIGNTY — FOREIGN VESSELS. — An Act of the Philippine Commission provided that the masters of vessels carrying cattle from any foreign port to any port within the Philippine Islands should provide suitable means for securing such animals while in transit. The master of a Norwegian vessel in Manila Bay was indicted for violating this statute and pleaded lack of jurisdiction in the Philippine court. *Held*, that the court has jurisdiction. *United States* v. *Bull*, 5 Am. J. Int. Law, 242 (Phil. Is., Sup. Ct., Jan. 15, 1910). See NOTES, p. 489.

INTOXICATING LIQUORS — WHAT CONSTITUTES SALE TO CLUB MEMBERS. — The defendant, an incorporated, *bonâ fide* social club, was indicted for the illegal sale of liquor. The manager of the club, at the request of a member, ordered from a dealer outside the state ten dozen bottles of beer, to be shipped to the member in care of the club. The member gave the manager the price of the beer, which amount was put into the club funds, and a check of the club accompanied the order to the dealer. When the beer was received, it was mingled with the other bottles of beer in the club refrigerators, and was put at the member's disposal by means of a coupon system. No charge was made to the member for handling the beer. The club was not an agent of the liquor dealer. *Held*, that a conviction cannot be sustained. *State* v. *Colonial Club*, 69 S. E. 771 (N. C.).

North Carolina maintains the doctrine that a sale of liquor in a *bonâ fide* social club is within a statute forbidding the sale of liquors. *State* v. *Lockyear*, 95 N. C. 633; *State* v. *Neis*, 108 N. C. 787. But here the agency of the club in ordering and receiving did not vest title in the club. *Wright* v. *State*, 35 Tex. Cr. Rep. 581; *Hogg* v. *People*, 15 Ill. App. 288. Nor does depositing the beer with the club change the title. *State* v. *Wingfield*, 115 Mo. 428; *Potts* v. *State*, 96 S. W. 1084 (Tex.). The mingling of the bottles bears a clear analogy to the grain elevator cases, and such a tenancy in common is possible. *Moses* v. *Teetors*, 64 Kan. 149. See WILLISTON, SALES, § 154; 6 AM. L. REV. 450. Beer bottles of the same brand must be considered fungible. *Cf. Pleasants* v. *Pendleton*, 6 Rand. (Va.) 473. The coupons are merely warehouse receipts, and this transaction is not a sale. *Commonwealth* v. *Smith*, 102 Mass. 144. Nor is this a colorable evasion of the law. But *cf. Rickart* v. *People*, 79 Ill. 85. If the legislature desires to prevent the presence of liquor in a club, it may easily do so. *Cf. State* v. *Kapicsky*, 105 Me. 127. The dissenting judges have confused